

GRANT CONDITIONS FOR SAM

(June 20, 1979)

8 1. Grantee agrees to construct a consolidated wastewater treatment project for the City of Half Moon Bay, Granada Sanitary District, and Montara Sanitary District, adequate to bring each of these entities into full compliance with applicable orders of the Regional Water Quality Control Board, San Francisco Bay Region. The project shall consist of:

(a) A newly constructed regional deepwater ocean outfall, to be located at Half Moon Bay, to dispose of the consolidated effluent flows of the City of Half Moon Bay, Granada Sanitary District, and Montara Sanitary District;

(b) Conveyance, tie-in and pumping facilities necessary to convey the effluent from said three entities to the site of the outfall or treatment plant at Half Moon Bay; and

(c) One, two, or three secondary treatment facilities adequate to meet all waste discharge requirements of the Regional Board applicable to said defendants, to be newly constructed or upgraded from existing facilities; and

(d) A reclaimed wastewater pipeline from the treatment plant to the locations where the wastewater will be used.

9 2. Construction of the regional ocean outfall shall begin by July 20, 1979, and shall be completed by December 1, 1979. On completion of the new ocean outfall, use of the existing Half Moon Bay outfall shall be discontinued and that outfall shall be rendered inoperable.

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10. ④ Construction of the conveyance and tie-in facilities and the reclaimed wastewater pipeline shall begin ²⁰ by July 10, 1979, and shall be completed by June 30, ~~1980~~ ¹⁹⁸⁰.

4. On or before December 15, 1979, grantee shall submit to the State and Regional Boards a proposal for the funding and construction of the treatment facilities which are part of the project, together with all necessary supporting documentation and a time schedule for construction of the treatment facilities. Grantee and the State Board, with the concurrence of the Regional Board, shall agree on a time schedule for all steps necessary to the design and construction of the treatment facilities, and such agreement shall be incorporated into the conditions of this grant. The time schedule will require the entire project to be constructed and in operation before July 1, 1983. In the event grantee, the State Board and the Regional Board are unable to agree on a time schedule as provided in this paragraph, such a time schedule shall be prescribed, on noticed motion, by a Judge of the Santa Clara County Superior Court in Action No. 424949, People of the State of California v. City of Half Moon Bay, et al. Any time scheduled so prescribed shall require the entire project to be constructed and in operation before July 1, 1983.

11. ⑤ Any of the dates contained in paragraphs 2, 3, and 4, including the dates to be agreed upon or prescribed as provided in paragraph 4, may be extended either (a) in writing between grantor and grantee, with the prior express written concurrence of the Regional Board; or (b) by the Regional Board

on a showing of good cause made by grantee; provided further that any application by grantee for an extension from the Regional Board shall be filed, together with all supporting information, no later than sixty days prior to the date sought to be extended, unless the Regional Board finds that the reason for requesting the extension was not reasonably foreseeable 60 days prior to the date. Within fifteen days following the denial by the Regional Board of any request for extension as herein provided, grantee may seek an extension by noticed motion and on a showing of good cause, from a Judge of the Santa Clara County Superior Court in Action No. 424949. In any such motion, the State Board shall have the right to appear, and it, as well as the Regional Board shall be bound by a judicial determination of good cause.

12. a. Grantee shall be liable to reimburse EPA and the State Board as provided by and to the extent set forth in state and federal statutes and regulations. It is the intent of the parties to this grant that grantee shall bear no liability for the reimbursement of any funds expended on any facility constructed under this grant if such facility is utilized to the full extent contemplated in the grant proposal.

13. a As a condition precedent to the payment of any Step 3 grant to SAM, grantee agrees to enter into specific and binding contracts, in a form to be approved in advance by grantor, with each of its constituent entities whereby each such entity

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agrees to guarantee its allocable share of grantee's performance under this agreement, specifically including the reimbursement to grantee pursuant to paragraph 6 above, ~~in the event the lack of facility utilization is attributable to less than all of the grantee members.~~

14. It shall be the sole responsibility of grantee to obtain any and all permits and approvals necessary for the construction and operation of the project described herein, and to do so in sufficient time to meet the compliance deadlines set forth herein.